

Term Contract No. 240A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	240A	Utensils, Cooking, Aluminum
Effective Dates	November 1, 2001 through October 31, 2004	
Bid Number	101391	
Administrator	Brookie Henderson	
Phone	(919) 807-4535	
Fax	(919) 807-4510	
E-Mail	brookie.henderson@ncmail.net	
Last Updated	March 8, 2004	

1. General Information

This contract covers Aluminum Cooking Utensils which includes heavy-duty and standard weight. It does not include cutlery, ovens and oven accessories.

2. Scope of Contract

The scope of this contract is limited to cover the State's normal requirement of Aluminum Cooking utensils for use by all State agencies, departments, institutions, public school units (except those exempted by statute) and certain non-State agencies for the period from November 1, 2001 through October 31, 2004.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds \$35,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor.
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor.
3. A separate Invitation for Bids may be issued for the requirement.

5. Minimum Orders

This contract will be for a minimum order of \$125.00 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

7. Delivery

The contractor(s) will complete delivery in fourteen (14) consecutive calendar days. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is \$125.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added. **Note!** All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information

Manufacturer's entire line of aluminum cooking utensils, heavy duty and standard weight. (Does not include cutlery, ovens and oven accessories).

CONTRACTOR	MANUFACTURER	CATALOG NO.	PRICE LIST NO.	DISCOUNT
FRS Asheville	Lincoln-Wearever	#785-10m-2/00 RCG dated 1998	#785-10m-2/00 RCG dated 1998	60%

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature and price list to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Fed ID	City, State, Zip	Contact, Phone, Fax
FRS Asheville	2000 Riverside Drive Suite 14	Asheville, NC 28804- 2061	Sheila T. Bivins
	53-2578179		(866) 255-9995
			(828) 255-9995
			(828) 255-8945 fax

12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of 12 months.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14. Contract Addenda

Addendum #1	Issue Date: October 28, 2003 Effective Date: November 1, 2003 This contract has been renewed for a third and final year per the renewal option in bid number 101391. The contract expires after October 31, 2004.
Addendum #2	Issue Date: March 8, 2004 Effective Date: March 8, 2004 Note: The contract administrator has changed from Dewey Bennett to Brookie Henderson.